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AGREEMENT BETWEEN

BERGEN COMMUNITY COLLEGE ADULT LEARNING CENTER FACULTY

AND

BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

1975-1977

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Labor Relations

COLLEGE OF NEW JERSEY

RUTGERS UNIVERSITY

AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE ADULT LEARNING CENTER FACULTY
AND
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

July 1, 1975 - June 30, 1977

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THIS AGREEMENT is entered into this first day of
by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE,
hereinafter referred to as the "BOARD," and the BERGEN COMMUNITY
COLLEGE ADULT LEARNING CENTER FACULTY, hereinafter referred to
as the "ASSOCIATION."

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

I. BARGAINING UNIT

1. The Board hereby recognizes the Bergen Community College Adult Learning Center Faculty Association as the exclusive negotiating, bargaining and contractual representative for all regular full-time and regularly employed (twenty (20) hour per week minimum) part-time faculty employed or to be employed by the Adult Learning Center, all of which collectively are designated as the Bargaining Unit. The term Association, when used hereafter in this Agreement, shall be the designation of the aforementioned group.

2. The Dean of Community Services shall have the right to determine whether any classifications established subsequent to the effective date of this agreement are to be included or excluded from the bargaining unit, subject to the Association right to submit any recommendations concerning the placement of such classification. In the event the parties fail to agree, the dispute shall be jointly submitted to PERC for unit clarification in accordance with its rules and regulations.

3. The Board agrees not to negotiate with any member in the bargaining unit individually or with any organization or

group within the bargaining unit other than the Association for the duration of this Agreement.

II. UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The Dean of Community Services agrees that he shall not, during the period of this Agreement, effect changes concerning terms and conditions of employment inconsistent with Chapter 123, P.L. of N.J. 1975, except those that are negotiated and included as part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated by the parties shall be reduced to writing and executed by both parties and shall become part of this Agreement.

2. The dates of this contract are from July 1, 1975 until June 30, 1977.

3. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.

4. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Association members now employed or to be employed by the Adult Learning Center during the duration of this Agreement.

III. NEGOTIATIONS

1. The parties shall enter into negotiations no later than October 15th of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.

The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an agreement on salaries, wages and other conditions

of employment within the rules as set forth in Chapter 123, P.L. of N.J. 1975. The Association, as well as the Board, has the right to make proposals to be considered for inclusion in a successor agreement.

2. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.

3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.

IV. BOARD RIGHTS AND RESPONSIBILITIES

1. The Association recognizes that the Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the Adult Learning Center to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement and applicable statutes.

V. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by Law.

2. Duly authorized members of the Association shall be permitted to transact official Association business on Adult Learning Center facilities when they have no instructional or

office hours or other assigned responsibilities scheduled and when such transactions in no way interfere with Adult Learning Center business or with the instructional or office hours or other assigned responsibilities of any other member of the Adult Learning Center faculty or staff.

3. The Association shall supply, at its own cost, all materials, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. Adult Learning Center equipment, when not required for Adult Learning Center purposes, shall be available for use at the Center by the Association.

4. With the approval of the Dean of Community Services or his designee, which shall not be arbitrarily withheld, the Association's duly authorized representatives or members employed by the Center may be permitted use of Adult Learning Center facilities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the Adult Learning Center.

5. The Association may be permitted to use the internal mail and telephone systems. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for Association purposes, shall be paid for by the Association.

6. The Association shall be provided adequate space, desk and file cabinet, provided space limitations permit as determined by the Dean of Community Services.

7. A bulletin board, in a location designated by the Dean of Community Services, for official Association purposes shall be provided in the Adult Learning Center.

8. Association members are required to adhere to all rules and regulations necessary for the proper administration and conduct of the Adult Learning Center.

VI. ASSOCIATION - ADMINISTRATION JOINT COMMITTEE

There shall be a joint committee of four (4) individuals established, with membership drawn from the Association and Administration in equal numbers. This committee shall meet not less than once every six (6) months for the purpose of reviewing mutual problems, questions arising concerning contract provisions, and personnel problems. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.

The party calling the meeting shall provide to the other party at least one (1) week in advance of the meeting, a written agenda of matters to be discussed. The Chairman of the Committee shall alternate between the members designated by the Administration and the members designated by the Association. Minutes shall be kept and copies supplied to all members of the Committee. Recommendations suggested by the Committee shall be made to the Dean of Community Services in writing. The Committee shall have the power to establish its own rules of procedure.

VII. NON-DISCRIMINATION

The Adult Learning Center and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, age, religion, national origin, sex, domicile, marital status or political affiliation.

VIII. HOURS OF WORK

Normal hours for employees currently employed or to be employed shall be seven (7) hours each day five (5) days per week, exclusive of lunch periods, to a total of thirty-five (35) hours per week. Part-time employees shall work a twenty (20) hour week, exclusive of lunch periods. It is

understood and mutually agreed that operating needs of the Adult Learning Center shall govern the scheduling of shifts and hours. Any permanent change in working hours will not be made without written notification to the individual employee involved. Notification will be submitted to the employee ten (10) working days in advance of the proposed schedule change.

IX. FRINGE BENEFITS

1. The Adult Learning Center agrees to provide each employee, at its own cost and expense, with full family Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance.

2. Project employees of the Adult Learning Center will be permitted to take up to six (6) credits per semester, tuition free, at Bergen Community College, with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.

3. The Adult Learning Center agrees to reimburse project employees up to sixty (60) dollars per credit for a maximum of three credits per year for graduate or self-improvement studies approved by the Dean of Community Services or his designee.

4. Items 2 and 3 will be pro-rated for part-time employees.

X. HOLIDAYS

The Adult Learning Center shall be closed on the following eleven days:

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Christmas Eve	Independence Day
Christmas Day	Good Friday
Yom Kippur	Labor Day
	Memorial Day

In addition, one-half (1/2) of the staff of each project will observe the following split-half holidays. The Director of the Adult Learning Center will assign one-half of the staff of each project to work on each of these days.

Lincoln's/Washington's Birthday
Columbus/Veteran's Day

This calendar provides thirteen (13) holidays to each association member. All personnel who are assigned to a project operating under the Division of Community Services shall follow this calendar.

Religious Holidays

Persons whose religious convictions require that they observe certain religious holidays must make the project director aware of their intentions to be absent on such days thirty (30) days prior to the holiday. Such notice is to be given in written form.

XI. VACATIONS

Vacation time is computed as follows:

Full-time Employees: One full and one-quarter vacation day for each full month of employment during the agreement-year of the project.

Part-time Employees: Vacation will be pro-rated, based upon the employee's work schedule.

Employees will submit their vacation requests in writing to the project director at such times as they are requested to do so. Copies will be forwarded to the Dean of Community Services for his recommendation prior to approval of any scheduling.

Employees may request to take the number of days that they would be entitled to at the conclusion of the project. However, if the employee's service is terminated for any reason prior to the end of the project year, the number of unearned days taken may be deducted from the final pay check.

The project director, at such times when it is in the best interest of the Center, has the authority to grant only the number of allowable vacation days. No vacation time will be approved for employees who have worked less than sixty (60) days. In scheduling vacations, every consideration will be given to employees who have

seniority. However, a seniority schedule will not be binding. Vacation schedules may not be approved when they result in a serious curtailment of one individual project. Employees are to schedule their vacations during the funding period of the project they are assigned to.

XII. EVALUATIONS

Employees shall be evaluated twice a year. Such evaluations shall be conducted by the Dean of Community Services or his designees. Insofar as possible the evaluator(s) should be knowledgeable of the operation and intent of the Adult Learning Center. A copy of the evaluation shall be given to each employee involved.

XIII. LEAVES OF ABSENCE, Appendix "A", annexed hereto and made a part thereof.

XIV. PERSONNEL FILES, Appendix "B", annexed hereto and made a part thereof.

XV. APPOINTMENT, REAPPOINTMENT, TERMINATION AND DISMISSAL, Appendix "C", annexed hereto and made a part thereof.

XVI. SALARY, Appendix "D", annexed hereto and made a part thereof.

XVII. GRIEVANCE PROCEDURE, Appendix "E", annexed hereto and made a part thereof.

XVIII. This Agreement is subject to continuance of availability of funds by grantors of projects.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their respective hands and seals the day and year first above
written.

Kathy Mazzola
Witness

BERGEN COMMUNITY COLLEGE

By: DelQuinto
Chairman of the Board of Trustees

James E. Maher, Jr.
Witness

BERGEN COMMUNITY COLLEGE ADULT
LEARNING CENTER FACULTY ASSOCIATION

By: Indra C. Jones
President, BCC ALC Faculty Ass'n.

LEAVES OF ABSENCE

I. SICK LEAVE

Employees are entitled to one sick day for each full month of employment. Sick days cannot be accrued from one grant period to another and cannot be taken as vacation days. Sick days may be accumulated during a particular grant period, but may not be carried over from the termination of a grant to the beginning of the next grant. Sick days may be applied to maternity leaves. Employees who are absent from work for more than three consecutive days are required to submit a written explanation to the project director. The project director may request a statement from a medical doctor at such times as he feels such information is necessary. A new employee has to be working in excess of one-half of the first month before he accumulates a sick day.

Each staff member will be provided information about the sick leave entitlement for a grant period when he or she is engaged. It should be recognized that sick days are not vacation days and are intended to provide a degree of salary protection when a staff member is ill.

II. BEREAVEMENT

Three (3) working days for the immediate family. Immediate family is defined as: father, mother, sister, brother, child, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Other relatives, one (1) day shall be allowed.

III. PERSONAL LEAVE

Special leave for personal emergencies of not more than three (3) working days a year may be granted, with pay, by the Dean of Community Services or his designee.

Personal leave may be granted to a maximum of three (3) days without pay to not more than two (2) Association members

to attend conferences of affiliates of the Adult Learning Center Faculty Association. Permission for such a leave must be made in writing to the Dean of Community Services, through the member's Adult Learning Center Project Director, at least five (5) days in advance of such requested leave.

IV. MATERNITY LEAVE

An employee shall be entitled to maternity leave of up to six (6) months, without pay, commencing on the date specified by the attending physician. The leave may be extended by application of the employee to the Dean of Community Services and with the approval of the Board of Trustees.

Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the laws and rules and regulations established by the appropriate State Departments.

An employee returning from a maternity leave shall be required to give one month's written notice of a desire to return to work. Every effort will be made to place the employee upon her return in a position and salary similar to the one she vacated.

Employees may elect to use sick leave in any combination with maternity leave.

V. JURY DUTY

When an employee receives a subpoena for jury duty, he must present the notice to the Director, Adult Learning Center, immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, he shall be paid the difference between his base pay earnings and his jury pay. A certification of the number of days actually spent by an employee on jury service must be

obtained from the appropriate court official and submitted to the Dean of Community Services.

VI. MILITARY LEAVE

A military leave, without pay, shall be granted to any member who shall be inducted in any branch of the Armed Forces of the United States. All re-employment rights, provided by existing or enacted legislation, shall accrue to such employees.

Leave not to exceed fifteen (15) days per year shall be granted a member to fulfill Reserve or National Guard commitments.

A member shall receive full salary, less any monies received on a per diem basis for time normally at the Center, while meeting this obligation with the Armed Forces. Members shall make every effort to fulfill Reserve or National Guard commitments during times that do not conflict with the calendar of the Adult Learning Center.

PERSONNEL FILES

The following shall be maintained for each member of the bargaining unit:

Administration File

The Administration File shall be maintained in the office of the Dean of Community Services and shall include, but not be limited to, the following:

1. All materials requested by the Adult Learning Center or supplied by the employee in connection with the employee's original employment.
2. All materials related to the employee's academic or professional performance at the Adult Learning Center generated by, or made available to, the Adult Learning Center.
3. Materials relating to final resignation or discharge.
4. Any statements that the employee wishes to have entered in response to or in elaboration of any other item in his file.

No materials shall be placed in the employee's administration file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refused to initial any document after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Administration File is to be confidential and, with the exception of the following listed materials, shall be available only to the employee for examination at his request and to the parties concerned at grievance or dismissal hearings:

1. References and other confidential information.
2. Placement records which contain references from outside sources.
3. Transcripts restricted by the sending institution.
4. Confidential materials relating to the discharge of a faculty member.

At the employee's option, a representative of the Association may accompany the employee when he examines his files.

Departmental File

The Departmental File shall be maintained in the office of the Director of the Adult Learning Center and shall include, but not be limited to, the following:

1. All materials related to the employee's academic or professional performance generated by, or made available to, Community Services.
2. Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.

No materials shall be placed in the employee's Departmental File until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refused to initial any document after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Departmental File is to be confidential and shall be available only to the employee for examination at his request and to the parties concerned at grievance or dismissal hearings. At the employee's option, a representative of the Association may accompany the employee when he examines his file.

GUIDELINES FOR CONSIDERATION FOR APPOINTMENTREAPPOINTMENT, TERMINATION AND DISMISSALAPPOINTMENT:

Appointment to a project-funded position shall be of a non-tenured nature for the duration of the project, or for a period as set by the Dean of Community Services.

Every initial and subsequent appointment shall be confirmed in writing and shall state to which project the Faculty member is assigned as well as the duration of the project.

Appointments to project-funded positions will be for the purpose of implementing a grant award. Such non-tenured faculty members shall carry out their duties in accordance with the procedures established by the college and/or the grantor for the purpose of executing the project.

Non-tenured appointments shall automatically terminate at the end of the appointment period unless the faculty member is given written notice of reappointment. Written notice shall be submitted thirty (30) days prior to reappointment. Terminations shall be preceded by a meeting with the Dean of Community Services or his designee to discuss the continuation or non-continuation of a project and the individual's continued employment before formal action is taken.

Appointments for less than one year shall terminate at the end of the appointment period without any prior notice of termination.

REAPPOINTMENT:

Reappointment to a renewed or continuing project shall be for the duration of that project or a period as set by the Dean of Community Services and shall be made based upon the following:

1. The College has received a grant award that provides for a project funded position of the same nature for

which the faculty member was initially appointed.

2. The faculty member has been given a recommendation for reappointment from his/her supervisor.
3. The faculty member states a willingness to accept the reappointment prior to the formal act. He shall not be required to submit a new job application.

In cases where the College receives a new project grant award, the Dean of Community Services shall consider the applications of the present faculty members for positions resulting from the new grant. In making application for consideration of a new project funded position, the faculty member must be able to demonstrate that he/she has the qualifications as required. Past employment will not in and of itself constitute reason for making the appointment.

DELAY OF COMMITMENT:

A Delay of Commitment shall exist at such times when a then present project has terminated and a continuing or renewable project agreement is under negotiation but has not matured to the point whereby the College has received a firm commitment from the grantor regarding any major item under consideration.

In such cases faculty members under consideration for reappointment shall be continued under the conditions of the then terminated project on a week-to-week basis pending the outcome of the negotiations with the grantor, provided that:

- A) The project has or is given sufficient funds to cover salary expenditures, and
- B) The College has reasonable cause to believe that the grant award will be made and accepted by the Board of Trustees.

No scheduled salary adjustments shall be made until such time as final grant agreement documents have been duly executed.

TERMINATION OF APPOINTMENT:

(by resignation)

A faculty member may terminate his/her appointment by giving written notice to the Dean of Community Services at the earliest possible opportunity, but not later than thirty (30) days. The faculty member may properly request a waiver of this requirement of notice to the Dean of Community Services in cases of hardship, or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. The decision of the Dean of Community Services in granting or denying the request for waiver shall be final.

(by dismissal)

A faculty member whose performance is unsatisfactory will be notified of his/her deficiencies, in writing, by the immediate supervisor. The Dean of Community Services is to be made aware of the situation, but no documentation shall be placed in the employee's personnel file. If the faculty member does not correct the deficiencies in his/her performance which have been brought to his attention within thirty (30) days, he/she shall receive a written warning from the immediate supervisor and from the Dean of Community Services. A copy of the warning shall be placed in the faculty member's official personnel file.

Once a faculty member has been issued such a warning, outlining the corrective actions he/she must take, he/she may be dismissed with two (2) weeks' notice or pay in lieu of notice if his/her performance still does not improve. A faculty member so dismissed is not entitled to any other separation benefits.

(by discontinuation of projects)

In the event of a discontinuation of a project, faculty members shall be notified within five (5) days from the date Community Services receives an official notice to discontinue the project. In the event that Community Services does not receive

a Letter of Intent to Fund, or a Notice of Allocation for a renewable or continuing project within thirty (30) days of the termination date of the project, Community Services shall give faculty members notice of discontinuation. If, during the thirty (30) remaining days of the project, Community Services receives reasonable cause to believe that a subsequent grant award will be made to the College, Community Services may withdraw the notice of discontinuation and may place faculty members under consideration for reappointment on a Delay of Commitment status until the situation is resolved.

At any time whereby there is a reduction in the funding level of a particular project which makes it impossible to continue all project-funded positions, disengagement will be implemented on the basis of seniority within that particular area of competency. The rationale for this method of disengagement is based upon the fact that individuals with different competencies are engaged to meet project requirements.

FAIR DISMISSAL POLICY

A faculty member who has been dismissed may appeal this action to the President of the College or his designee. If the President or his designee determines that the faculty member shall be dismissed, then the faculty member may appeal to the Board of Trustees. A hearing on the dismissal shall be held by the Board of Trustees as a committee, or by the Personnel Committee of the Board, as their judgment dictates. The decision arrived at by the Board of Trustees or its Personnel Committee, after the hearing, shall be final. The faculty member shall be entitled to have a representative of the Association accompany him/her to any meeting that could adversely affect his/her continued employment.

The schedule of appeals and decisions shall be as follows:

1. The faculty member must give written notice to the

President of his/her request to appeal the dismissal

within three (3) days of the date of the termination.

2. The President or his designee shall give the faculty member written notice of the decision within five (5) working days from the date of the receipt of the request for appeal.
3. If the dismissal is upheld and the faculty member intends to request a hearing before the Board of Trustees or its Personnel Committee, the faculty member will give written notice to the President within two (2) days of having received the decision of the President on the matter.
4. The decision of the Board will be rendered within five (5) days of the notice to appeal to the Board.

The ultimate decision to retain or dismiss the faculty member will be made within three (3) weeks of the date the faculty member was initially terminated.

SALARY GUIDELINESAdjustments effective the date of signing:

Effective on the date of the signing of a formal agreement between Bergen Community College and the Bergen Community College Adult Learning Center Faculty Association, all members of the Association will receive salary adjustments up to the maximum budget salary as approved by the grantor of the project to which they are currently assigned. This adjustment shall be for the period effective from July 1, 1975 to June 30, 1976.

Starting Salaries:

Effective July 1, 1976 the starting salary for members of the Association assigned to projects operating under the auspices of the Dean of Community Services shall be 93% of the budget maximum allowable salary as approved by the grantor of the said project. The Dean of Community Services reserves the right to set a starting salary for a particular position at a rate higher than the 93% rate.

Salary adjustment schedule:

For members of the Association who are not on probation, the schedule of salary adjustments shall be as follows: Effective July 1, 1976 Association members who have been continually employed under a project grant on or before April 1 of a given year, and who are working on a salary rate of less than the maximum budgeted allowable salary as approved by the grantor, shall receive a salary increase to the maximum budgeted allowable salary on November 1, retroactive to the date the grant was initiated, provided that they are not on probation and/or they have not tendered their resignation to be effective within forty-five (45) days.

In addition, Association members employed on or before August 1 of a given year shall receive salary increments to the maximum budget allowable salary after six (6) months of

continuous employment, retroactive to the date after completion of three (3) months' employment, provided they meet the conditions as stated above.

Association members placed on probation, for any reason, by the Director of the Adult Learning Center and/or by the Dean of Community Services or his designee, for a period of time which includes those dates at which the individual would normally receive a salary adjustment as listed above, shall not be granted the adjustment until the period of probation has passed and a final decision has been made regarding the individual's continuing employment. In such cases, when the probationary period has ended and the decision is to continue the employee, the salary adjustment delayed by the probationary period will be granted retroactively to the date such adjustment would have been made if the employee had not been placed on probation.

A period of probation shall not exceed three (3) months. An employee placed on probation shall be so notified in writing and shall be advised in this communication of the period of probation as well as the reason(s) for being placed on probation. Probation shall be subject to the grievance procedure.

In all cases the salary rates and salary adjustments shall be determined by the maximum budgeted allowable salary which has been approved by the grantor of the particular project and shall be effective only during the contractual life of the project.

Employees who are engaged on a project at the starting salary of 93% of the maximum allowable who are thereafter engaged on a new project or on a renewed or continuing project which constitutes a new grant contract or agreement which contains a higher maximum salary will receive a salary adjustment to 93% of the new maximum. If the new or continuing project contains lesser maximums, the necessary adjustment will be made to bring the employee into line with the 93% figure.

Transfer from Project to Project:

In such cases where an employee is requested and accepts a permanent transfer to another project which allows for a higher maximum salary, that employee shall be granted a salary adjustment to 93% of the maximum allowable salary rate unless that figure is lower than the salary rate currently assigned to the employee. If the employee's salary rate is higher than the 93% figure, that employee shall suffer no loss provided that the present salary is not higher than the maximum allowable for that particular project position.

Individuals who transfer to a different project shall be considered a new employee on that project in terms of the time required to achieve the maximum allowable salary for that project.

Transfer to a different project shall be considered permanent when the employee has performed the duties of the new assignment without interruption for 60 days. When such an employee does perform the duties of the new assignment for sixty (60) days without interruptions, he or she shall be declared permanently reassigned and shall receive any salary increment due as a result of the reassignment retroactively to the date of the initial reassignment. The Dean of Community Services or his designee reserves the right to make temporary reassessments as dictated by the needs of the center without loss of pay.

GRIEVANCE PROCEDURE

I. INTENT

The Division of Community Services and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its members and the Division of Community Services. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

II. DEFINITIONS

A complaint is an informal claim by an employee in the bargaining unit or by the Association of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure as herein set forth.

A grievance is an allegation by an employee or the Association that there has been:

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. An arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies or other administrative decisions of the Adult Learning Center related to the terms and conditions of employment.

III. INFORMAL PROCEDURE FOR HANDLING COMPLAINTS

Any employee in the bargaining unit may present and discuss his complaint, either with or without a representative of the Association. Similarly, a representative of the Association may present and discuss a complaint on behalf of any employee in the bargaining unit, or group of employees in the bargaining unit, with the Adult Learning Center Project Director or administrative officer of the Adult Learning Center to whom he is responsible or with whom

the complaint is directly concerned and the procedure shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints. Informal procedures terminate when the grievant signs a dated statement to that effect.

IV. FORMAL PROCEDURE FOR HANDLING GRIEVANCES

In the presentation of a grievance, the faculty member shall have the right to present his own case or to designate a representative to appear with him at any step of his grievance.

The Dean of Community Services or his designee shall have the right to designate a representative to participate equally at any stage of his grievance procedure.

Step 1: If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) work days, in writing, on the official grievance form, with the President of the College or his designee, setting forth the nature of the grievance, the remedy requested, and shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed waived by the grievant and the Association.

Within seven (7) work days from the date of receipt of the grievance by the President or his designee, the President or his designee shall arrange to meet with the grievant in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance, in writing, within seven (7) work days of the last meeting with the grievant. A copy of the President's disposition shall be transmitted to the grievant and the Association. Any grievance not answered within the time specified above shall be deemed as granting relief to the grievant.

Step 2: If the grievant is not satisfied with the disposition of the grievance by the President or his designee, he may transmit the grievance to the Board of Trustees of Bergen Community College by filing a copy of the grievance within seven (7) work days of receipt of the decision, through normal channels, with the secretary of the Board of Trustees. The Board of Trustees shall, within thirty (30) calendar days of the receipt of the grievance by the secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board of Trustees may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

The Board of Trustees shall make a determination of the grievance in writing within seven (7) days of the last hearing or last submission of materials, indicating its disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant and the President. The disposition of the grievance by the Board of Trustees shall be final. Any grievance not answered within the time specified above shall be deemed as granting relief to the grievant.

The Personnel Committee of the Board of Trustees or a special three-member Committee of the Board of Trustees, designated by the Board of Trustees, may be substituted for the Board of Trustees, if the Board of Trustees so decides, for the purpose of holding a hearing on a grievance, and such a hearing shall be as binding on all parties as if held by the Board of Trustees.